



# Terms and Conditions

## UPLIFT Strength & Vitality

Effective Date: 18.02.2026

### 1. General Information

1.1 UPLIFT Strength & Vitality (“UPLIFT”) is a coaching service operated by Miroslav Düřeš / KVK-number: 99475375.

1.2 These Terms & Conditions (“Terms”) apply to all coaching services provided by UPLIFT, including but not limited to online programs, in-person sessions, consultations, and educational materials.

1.3 By purchasing or participating in any UPLIFT program, you agree to be bound by these Terms.

### 2. Payments & Pricing

2.1 All prices are listed in Euros (€).

2.2 Payments must be made in advance via PayPal, bank transfer, or another agreed secure payment method.

2.3 Fees cover only coaching services. **Gym memberships, facility fees, or equipment costs are the sole responsibility of the client.**

2.4 UPLIFT reserves the right to adjust pricing; however, changes do not affect existing active contracts.

### 3. Coaching Services

3.1 Programs are tailored individually but require active participation and honest feedback from the client.

3.2 Coaching does not guarantee specific results. Success depends on individual adherence, effort, nutrition, recovery, and lifestyle.

3.3 Sessions are scheduled in advance. Missed sessions without **24 hours’ notice** are considered used and cannot be refunded or rescheduled.

3.4 Additional one-to-one sessions (“Exclusive Technical Sessions”) may be purchased separately, subject to availability.

### 4. Communication

- 4.1 Coaching communication is conducted primarily via **email and WhatsApp**.
- 4.2 Response times depend on the client's selected tier (Awakening, Mastery, or Unbreakable).
- 4.3 UPLIFT will make every reasonable effort to maintain timely communication but cannot guarantee instant availability.

## 5. Health & Safety Disclaimer

- 5.1 Clients must confirm they are physically able to participate in strength and conditioning training.
- 5.2 UPLIFT is not a medical provider and does not offer medical advice. Clients should consult a physician before beginning any program.
- 5.3 Clients must immediately inform UPLIFT of any injuries, medical conditions, or unusual pain/fatigue.
- 5.4 UPLIFT is not liable for injuries or health issues arising from failure to follow instructions, lack of communication, or unsafe conduct by the client.
- 5.4 UPLIFT with Miro provides strength coaching, performance guidance, and general nutrition recommendations for educational and informational purposes only.
- 5.5 Uplift with Miro is not a medical practitioner, doctor, registered dietitian, or licensed healthcare professional. Any nutrition guidance, supplementation advice, or lifestyle recommendations provided through Uplift with Miro are purely **suggestional** and based on personal experience, books read, coaching practice, and performance principles.

This information:

- Is not medical advice
- Is not intended to diagnose, treat, prevent, or cure any disease
- Should not replace consultation with a qualified healthcare professional

If you have any medical conditions, injuries, metabolic disorders, or health concerns, you must consult your physician or licensed healthcare provider before making changes to your diet, supplementation, or training program.

By participating in Uplift coaching services, you acknowledge that you are responsible for your own health decisions and agree to seek appropriate medical guidance when necessary.

## 6. Cancellations & Refunds

- 6.1 Under EU Consumer Law, online purchases are subject to a **14-day right of withdrawal**. This period starts on the day of purchase.
- 6.2 If a client requests immediate program start, they waive their right to cancel once the service has begun.
- 6.3 After the withdrawal period, all fees are non-refundable.

6.4 Individual sessions cancelled with at least **24 hours' notice** may be rescheduled; otherwise, the session is forfeited.

## 7. Intellectual Property

7.1 All training materials, programs, videos, and written content provided by UPLIFT are protected under copyright law.

7.2 Clients may not copy, share, resell, or distribute materials without prior written consent from UPLIFT.

7.3 Violation of this clause may result in termination of services without refund and potential legal action.

## 8. International Clients

8.1 UPLIFT is registered and operates primarily under **Dutch law**.

8.2 Clients from outside of Netherlands (Country of Business Registration and Effective Location) are protected by EU-wide consumer rights (Directive 2011/83/EU) and their respective national laws.

8.3 Gym memberships, facility access, and additional costs in foreign countries remain the sole responsibility of the client.

8.4 In the event of a legal dispute, Dutch courts have primary jurisdiction.

## 9. Liability

9.1 UPLIFT is not responsible for indirect damages, including but not limited to missed training goals, business losses, or emotional distress.

9.2 UPLIFT's liability is limited to the total amount paid by the client for services in question.

## 10. Capacity & Integrity

10.1 UPLIFT limits the number of clients per program tier to ensure high-quality coaching.

10.2 UPLIFT reserves the right to refuse or terminate services if a client shows lack of respect, dishonesty, or misuse of programs.

10.3 Coaching services are intended for **personal use only** and not for redistribution.

## 11. Governing Law & Jurisdiction

11.1 These Terms are governed by **Dutch law**.

11.2 For Belgian and Slovak clients, mandatory consumer protection rights under national law remain applicable.

11.3 Any disputes shall be brought before the competent court in the Netherlands, unless otherwise required by EU regulation.

## 12. Final Provisions

12.1 UPLIFT may update these Terms from time to time. Clients will be notified of significant changes.

12.2 By enrolling in a program, you acknowledge that you have read, understood, and agreed to these Terms.

## 13. Download & Agreement

13.1 You may **download** a copy of these Terms & Conditions for your personal records using the button below.

UPLIFT with Miro reserves the right to request a signed copy of these Terms & Conditions when deemed necessary, including but not limited to coaching agreements, in-person training, or specific service tiers.

13.2 By purchasing or participating in any services provided by UPLIFT with Miro, you acknowledge that you have read, understood, and agreed to these Terms & Conditions.

### On behalf of Uplift with Miro

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### On behalf athlete/client of Uplift with Miro

Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

